

# INSTALLATION

## 1.0 Background and Introduction

This requirement is for environmental remediation services for [##] sites at the following installation: [installation name], located at [city, state].

This requirement involves [delete types not applicable to the requirement] Installation Restoration (IR), Compliance Restoration (CR), Compliance-Related Cleanup (CC), and Munitions Response (MR) sites (Munitions Response Sites or MRSs).

The Department of Defense (DoD) established the MMRP under the Defense Environmental Restoration Program (DERP) to address unexploded ordnance (UXO), discarded military munitions (DMM), and munitions constituents (MC) located on current and former military installations.

[briefly describe the installation and remediation requirement in one or more paragraphs here]

The Contractor shall be responsible for conducting required environmental restoration services for which the United States Department of the Army (the "Army") is statutorily responsible; addressing any and all unforeseen environmental, explosive safety, scheduling, and regulatory issues; and, assuming contractual liability and responsibility for the achievement of the performance objectives for the cleanup sites at [installation name] identified in this Task Order, including any sites with off-installation contamination for which the Army is responsible. Contractors should note that "unforeseen environmental issues" include unknown and/or varied concentrations of contaminants at cleanup sites (off-installation areas included) identified in this Task Order, but not unknown sites (e.g., sites not identified in this Task Order). For sites addressed under the MMRP, unknown contaminants will be limited to MC and those chemicals reasonably associated with the identified munitions and munitions-related activities.

[Delete this paragraph if no MMRP sites in the scope] Under this Task Order, the contractor will perform munitions response actions for military munitions (MM) and munitions debris (MD). Activities may involve munitions and explosives of concern (MEC), which includes UXO, DMM, and MC if found in high enough concentrations to cause an explosive threat, non-explosive concentrations of MC and incidental contaminants not related to MM.

Remediation is being conducted pursuant to Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act (SARA), and National Oil and Hazardous Substances Contingency Plan (NCP) requirements, with regulatory coordination, as appropriate, of the [state agency] and the United States Environmental Protection Agency (USEPA) Region [number].

[Installation-specific - insert or delete this section as applicable.] The Installation was proposed for the National Priorities List (NPL) on [date] due to [reason]. The Installation was placed on the NPL on [date]. [regulatory agencies] and the Army signed a Federal Facilities Agreement (FFA) on [date].

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[Delete this paragraph if no MMRP sites in the scope] To perform munitions responses, the DoD primarily follows CERCLA. However, CERCLA has no special provisions for dealing with explosive safety. The DoD recently revised its Ammunition and Explosives Safety Standards (DoD 6055.09-STD) (Feb 08) and this document must be adhered to in the investigation and remediation of sites with MEC.

[The following paragraph will be included for installations with unregulated contaminants and CERCLA as the regulatory driver.] Hazardous substances and/or pollutants or contaminants (P/C) may be an issue at sites covered by this Task Order. Cleanup of P/C may be warranted if the P/C presents an imminent and substantial endangerment to the public health or welfare that result in an unacceptable risk. P/C, as defined in CERCLA, typically do not have a federally promulgated maximum contaminant limit (MCL). For any such P/C, or any other chemical, that does not have a federally promulgated MCL, but does have a finalized reference dose (RfD) or slope factor listed in USEPA's Integrated Risk Information System (IRIS) database, that RfD or slope factor should be incorporated in the NCP risk assessment process. However, funding will not be provided for responses that are not in full compliance with CERCLA, RCRA, the Defense Environmental Restoration Program (DERP), Department of Defense (DoD), and Army policy. Additionally, state standards will only be analyzed through the CERCLA applicable or relevant and appropriate requirement (ARAR) process.

[The following paragraph will be included for installations with unregulated contaminants and RCRA as the regulatory driver.] Certain pollutants or contaminants (P/C) may be an issue at sites covered by this Task Order. Cleanup of P/C may be warranted if the P/C presents an imminent and substantial endangerment to the public health or welfare that results in an unacceptable risk. P/C typically do not have a federally promulgated maximum contaminant limit (MCL). For any such P/C, or any other chemical, that does not have a federally promulgated MCL, but does have a finalized reference dose (RfD) or slope factor listed in USEPA's Integrated Risk Information System (IRIS) database, that RfD or slope factor should be incorporated in the risk assessment process. However, funding will not be provided for responses that are not in full compliance with CERCLA, RCRA, the Defense Environmental Restoration Program (DERP), and DoD and Army policy. Additionally, state standards will only be analyzed through the appropriate statutory analysis for applicable standards and requirements.

### 2.0 Types of Services Required

This task order includes the following types of services as authorized in Section C.3 of the basic contract: [check box for all that apply by double clicking the box, then changing the Default Value to "Checked"]

- ☐ Site Characterization/Investigation
- ☐ Studies and Reports
- ☐ Support of Remedial Actions
- ☐ Remediation

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- ☐ Monitoring
- ☐ MEC Support

**3.0 Task Order Type** [select only one – primarily use of FFP without insurance – however, if an offeror elects to use a commercial EI product and is the selected offeror, this section will need revised prior to award to mark FFP with insurance]

- ☐ Firm- Fixed Price (w/ insurance)
- ☐ Firm-Fixed Price (w/o insurance)
- ☐ Fixed Price with Award Fee

### 4.0 Performance Objectives and Standards

The Contractor shall be required to furnish all plant, labor, materials and equipment necessary to meet the performance objectives and standards identified in Table 1 below.[Choose the end objective; not interim deliverables. e.g. if in RI phase and going to RC; then only select RC. Include the optimized remedy objective for all PBAs. Delete all rows not applicable.]. [Note: Table 1 may be specified by media type (e.g., Soil sites should be able to go to RC; Groundwater is more likely to be RIP]

**Table 1: Performance Requirements Summary.**

<i>Performance Objective</i>	<i>Performance Standards</i>
Approved Project Management Plan (PMP) and Quality Assurance Surveillance Plan (QASP): <ul style="list-style-type: none"><li>• Draft PMP and QASP within 30 calendar days of Task Order award,</li><li>• Final PMP within 30 days calendar of receipt of COR comments on the drafts.</li></ul>	Army approval through the Contracting Officer's Representative (COR).

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<p>Achieve Remedial Investigation (RI) at the following site(s) by [identify specific date or within specific timeframe from Notice to Proceed (NTP) on the Contract Line Item Number (CLIN)]:</p> <ul style="list-style-type: none"> <li>• [List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>[if MMRP work included – otherwise delete] Department of Defense Explosives Safety Board (DDESB) approval of [Contractor or Army] prepared Explosives Safety Submission (ESS) or Explosives Site Plan (ESP).</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., receipt of documentation confirming approval of RI Report).</p>
<p>Achieve Remedy in Place (RIP) at the following sites by [identify specific date or within specific timeframe from Notice to Proceed (NTP) on the Contract Line Item Number (CLIN)]:</p> <ul style="list-style-type: none"> <li>• [List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul> <p>Upon achievement of RIP, perform Remedial Action (Operations) (RA(O)) at the above sites for the duration of the contract or until achievement of Response Complete (RC), whichever comes first. Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above sites for the duration of the contract.</p>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>[if MMRP work included – otherwise delete] Department of Defense Explosives Safety Board (DDESB) approval of [Contractor or Army] prepared Explosives Safety Submission (ESS) or Explosives Site Plan (ESP).</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., RA(O)/LTM exit or ramp down strategy; RA(O)/LTM reports incorporating requirements of the exit or ramp down strategy).</p>

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<p>Perform RA(O) at the following site(s) for the duration of the Task Order or until achievement of RC, whichever comes first:</p> <ul style="list-style-type: none"> <li>• [List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul> <p>Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above site(s) for the duration of the Task Order.</p>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., RA(O)/LTM exit or ramp down strategy; RA(O)/LTM reports incorporating requirements of the exit or ramp down strategy).</p>
<p>Achieve RC at the following site(s) by [Date]:</p> <ul style="list-style-type: none"> <li>• [List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul> <p>Upon achievement of RC, perform any necessary Long-Term Management (LTM) at the above site(s) for the duration of the Task Order.</p>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>DDESB approval of contractor prepared ESS or ESP. [if applicable – otherwise delete].</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., receipt of documentation confirming RC; LTM exit or ramp down strategy; LTM reports incorporating requirements of the exit or ramp down strategy).</p>
<p>Perform any necessary LTM at the following site(s) for the duration of the Task Order:</p> <ul style="list-style-type: none"> <li>• [List of Sites by AEDB-R (IR, CR or MR) or AEDB-CC number and Name]</li> </ul>	<p>Compliance with FFA [or corrective action Permit #] and associated schedule [if applicable – otherwise delete].</p> <p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., LTM exit or ramp down strategy; LTM reports incorporating requirements of the exit or ramp down strategy).</p>

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For all remedies, optimize capital and long-term costs.	Acceptance by the COR that the Contractor has demonstrated that the proposed remedy represents the lowest 30-year present worth cost to the Army, and is acceptable to the regulators.
<p>Complete all CERCLA 121(c) or Remedy (if RCRA) reviews required for the site(s) identified above, for the duration of the Task Order.</p> <p>Correct any deficiencies noted in the CERCLA 121(c) or Remedy (if RCRA) reviews.</p> <p>Consolidate CERCLA 121(c) or Remedy (if RCRA) reviews into a single installation-wide review anticipated in [include year of next review(s) that fall during period of performance on this task order]..</p>	<p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., formal documentation accepting the reviews and any corrections).</p>
[Additional installation-specific performance objectives, such as “Achieve levels of <2ppb RDX at the identified point of compliance.”]	<p>Army approval through the COR and Regulator approval/concurrence/acceptance [select appropriate one based on regulatory structure] (e.g., documentation acknowledging that objective was achieved in a manner acceptable to Army and Regulators).</p>

[if going RI only for MMRP site(s), then this section should be deleted] Remedy in Place, Remedial Action (Operations), Response Complete, and Long-Term Management are terms used for the Defense Environmental Restoration Program. These terms are defined in Attachment C.

### 5.0 Project Management Requirement(s)

This Task Order incorporates all the Project Management requirements established in Section C.4.1.1 through C.4.1.13 of the basic contract (e.g., Project Management Plan, Project Schedule, Status Reports and Milestone Presentations, Environmental Requirements, Health and Safety Requirements, Quality Control Testing, Project Repository and Administrative Record, Regulatory Involvement, Public Involvement, Additional Site Plans, Project Stakeholders, and Deliverable Requirements), in addition to the following:

#### 5.1 Project Management Plan

The Contractor shall develop and maintain a detailed Project Management Plan (PMP) in accordance with the requirements of Section C.4.1.1.1 of the basic contract. The draft PMP shall be due within thirty (30) calendar days of Task Order award and shall include a payment milestone plan prepared in accordance with the requirements of Section C.4.1.4 of the basic

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contract. The final PMP shall be due within 30 calendar days of receipt of COR comments on the draft PMP. The draft PMP, proposed payment milestones, and subsequent revisions shall be subject to Army review and approval, through the COR. A payment milestone will be established for Army approval of the final PMP through the COR. As part of the PMP, the contractor will identify a means for providing status reports to the Army COR in accordance with Section C.4.1.3 of the basic contract.

### 5.2 *Project Schedule*

As part of the PMP, the Contractor shall develop and maintain an Activity-Based Schedule that fully supports the technical approach and outlines activities and milestones defined at the appropriate detail level and logically sequenced to support and manage completion of the performance objectives in this Task Order. Additionally, the due dates for all payable deliverables shall be identified in accordance with Section C.4.1.2 of the basic contract. It is the Army's intent to make all payments after verification of milestone completion in accordance with this schedule. Unless otherwise noted in Table 1, all performance objectives must be completed within the allowable Task Order period of performance provided all Task Order options have been exercised.

### 5.3 *Milestone Presentations*

Milestone presentations shall be made in accordance with the requirements of Section C.4.1.4 of the basic contract. Interim milestones proposed by the Contractor are subject to Army review and approval in accordance with Section C.4.1.4.2 of the basic contract. At the COR's request, the Contractor may also make milestone presentations to the other project stakeholders, consistent with the applicable regulatory drivers listed in Section 1.0 of this Task Order, to show achievement of the performance objectives. This includes participation in annual Installation Action Plan (IAP) meetings, if requested by the COR. Certification and approval of project milestones will be made in accordance with Section C.6.1 of the basic contract.

### 5.4 *Environmental Requirements*

The Contractor shall comply with all Environmental Requirements identified in Section C.4.1.5 of the basic contract.

[The following paragraph will be installation-specific.]The Army **has/will** establish/ed a Geographic Information System (GIS)-based tracking system to ensure the Land Use Controls (LUCs) are enforced. The LUCs **will/have** been incorporated into the post-wide Master Plan and compliance with LUCs **will/shall** be reported in the Monitoring Reports for each site. The Contractor is required to comply with the LUC policy in all RA(O), LTM and **CERCLA 121(c) or Remedy (if RCRA)** review activities.

The Contractor shall adhere to all applicable federal, DoD, and Army geospatial data standards for tasks and deliverables in this Task Order. Spatial data shall conform to the Federal Geographic Data Committee (FGDC) National Standard for Spatial Data Accuracy (NSSDA). In addition, each Geographic Information System (GIS) data set shall be accompanied by metadata



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conforming to FGDC's Content Standard for Digital Geospatial Metadata (CSDGM) and be provided in a geodatabase that is compliant with the Spatial Data Standards for Facilities, Infrastructure, and Environment (SDSFIE). The horizontal accuracy of any GIS data created by the contractor shall be tested in accordance with the NSSDA and the results shall be recorded in the metadata. All data shall be provided in the Universal Transverse Mercator (UTM) project in the appropriate zone, and shall have a datum of WGS84.

The Contractor shall review and fully understand "Executive Order 13423 -- Strengthening Federal Environmental, Energy, and Transportation Management", in particular those requirements pertaining to environmental management system (EMS). The Contractor shall also be required to review and adhere to the installation's environmental management system, including the environmental policy and significant aspects / impacts.

The Contractor shall consider and implement green response/remediation strategies and applications to maximize sustainability, reduce energy and water usage, promote carbon neutrality, promote industrial materials reuse and recycling, and protect and preserve land resources, consistent with DOD's Policy on Consideration of Green and Sustainable Remediation Practices in the Defense Environmental Restoration Program. The contractor shall present green remediation options and approaches in its work plans, maintain records of "green-related" activities, and report this information to the COR in its project status reports.

### 5.4.1 MEC Related Guidance [Delete this section if no MMRP sites in the scope]

MEC related guidance includes, but may not be limited to, the following:

- MEC includes: UXO, as defined in 10 U.S.C. 101(e)(5); DMM, as defined in 10 U.S.C. 2710(e)(2); or Munitions Constituents (MC), as defined in 10 U.S.C. 2710(e)(3), present in high enough concentrations to pose an explosive hazard.
- MEC distinguishes specific categories of military munitions that may pose unique explosives safety risks. Because MEC being actively managed may be determined to be hazardous waste, Hazardous Waste Operations and Emergency Response, Section 1910.120 may apply.
- Per the guidelines set forth in DoDI 4140.62 and DDESB Technical Paper 18, UXO qualified personnel will be responsible for determining the explosive safety status of any material recovered that may pose an explosive hazard (i.e., material potentially presenting an explosive hazard (MPPEH)).
- [The following paragraph will be installation specific] Should MEC be encountered during this response, UXO-qualified personnel will evaluate the explosive hazard and remove it, including by open detonation in place. This response will be conducted per the CERCLA and the NCP, applicable state and federal regulation, and applicable DoD, US Army policies and procedures.



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### 5.5 *Health and Safety Requirements*

Prior to beginning any field work, the Contractor shall implement a written Safety and Health Program and Site Safety and Health Plan (SSHP) in accordance with Section C.4.1.6 of the basic contract. Training and medical screening per 29 CFR 1910.120(e) is required for the task order.

[Delete this paragraph if no MMRP sites in the scope] Additionally, the Contractor must adhere to all DoD and Department of the Army (DA) policies, procedures and regulations for munitions response. This includes but is not limited to DoD 6055.09-STD, DoD Ammunition and Explosives Safety Standards; Army Regulation 385-10, the Army Safety Program; Department of Army Pamphlet 385-63, Range Safety; and Department of Army Pamphlet 385-64, Ammunition and Explosives Safety Standards.

The site(s) **is/are** not suspected to contain Chemical Warfare Materiel (CWM); however, if suspect CWM is encountered during any phase of site activities the Contractor shall immediately halt operations and contact the COR for assistance and guidance. [This paragraph will be installation specific – e.g. If CWM is part of the scope to achieve objective, revise to have contractor responsible vs. Army.]

[Delete this paragraph if no MMRP sites in the scope] All activities involving work in areas potentially containing MEC hazards shall be conducted in full compliance with Department of Army, state, and local requirements regarding personnel, equipment and procedures, and Department of Defense (DoD) Standard Operating Procedures and safety regulations.

#### 5.5.1 *Personnel Qualifications and Work Week* [Delete this section if no MMRP sites in the scope]

Personnel involved in certain munitions response activities will, as required, meet the qualifications of DDESB, Technical Paper (TP) 18 - Minimum Qualifications for UXO Technicians and UXO-Qualified Personnel. Due to the inherent risks associated with munitions response activities, personnel performing munitions response activities that present an explosive risk shall be subject to work hour limitations, unless specifically authorized by the COR.

#### 5.5.2 *Safety Documentation and Reporting* [Delete this section if no MMRP sites in the scope]

Army Engineering Manual 385-1-1, part 01.D "Accident Reporting and Recordkeeping" is required for the work identified in this PWS.

### 5.6 *Quality Management*

Since the technical approach for this Performance-Based Acquisition (PBA) shall be developed by the Contractor, the Contractor shall develop a proposed Quality Assurance Surveillance Plan (QASP) for use by the Army. A Draft QASP using the template provided in Attachment D shall

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be submitted with the PMP deliverables within thirty (30) calendar days of award. The Final QASP will be prepared by the Army.

The QASP should highlight key quality control activities or events that the COR will use to determine when Army [COR or Contracting Officer (KO)] inspections can be conducted to assess progress toward and/or completion of milestones. Activities identified in the QASP should be appropriately coded in the project schedule to allow for planning of QA inspections.

### *5.6.1 Quality Control*

The Contractor shall comply with all Quality Control Testing requirements identified in Section C.4.1.7 of the basic contract and all requirements of the most recently approved DoD Quality Systems Manual (QSM). Additionally, the Contractor may establish an on-site testing laboratory at the project site if determined necessary by the Contractor. However, on-site testing shall meet the requirements of USEPA, specific state regulator requirements, and all requirements of the most recently approved DoD QSM..

Following task order award and during project implementation, the Contractor shall develop and submit documentation of project-specific quality assurance (QA) and QC activities prepared in accordance with the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP). The Government will review and return the quality systems documentation, with comments, indicating acceptance or rejection. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the Government for acceptance. In addition, the Contractor shall develop and submit Quality Control Summary Reports to summarize the quality control details of the task order project. The problems and successes of the work done to control the quality of the chemical measuring activities and other chemically related cleanup activities shall be included in the summary reports.

### *5.7 Project Repository and Administrative Record*

A project repository and Administrative Record for the Installation is currently maintained [or will be created] at [List Address].

The Contractor shall comply with Section C.4.1.8 of the basic contract. Additionally, the Contractor shall update at least monthly a multimedia (i.e., both paper and electronic format) project repository of all project-related information to ensure that pertinent documentation and data are available for project reviews, and to provide a clear record of the PBA approach to support final decisions and remediation completion. The Contractor shall also update the repositories for the Administrative Record for CERCLA activities, as needed. Final electronic document files must be in text-searchable PDF format and be accompanied by defined metadata for upload into the Army Repository of Environmental Documents (READ). The Army, through the COR, will provide the metadata field requirements for READ to the Contractor.

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### 5.7.1 *Army Environmental Database and Environmental Restoration Information System*

The Contractor shall comply with all applicable requirements for data validation and submission for Army Environmental Databases and Environmental Restoration Information System (ERIS) in accordance with Section C.4.1.8.2 of the basic contract. If a site identified in this Task Order has achieved Response Complete (i.e., appropriate documentation is finalized), the Contractor shall be responsible for providing the COR with the data and documentation necessary for the closeout of each site in the Army Environmental Database - Restoration Module (AEDB-R) and/or Army Environmental Database – Compliance Cleanup (AEDB-CC as applicable). In addition, the Contractor shall upload all generated analytical data into the Environmental Restoration Information System (ERIS) on a quarterly basis. The Army, through the COR, will provide data specifications for AEDB-R/[AEDB-CC as applicable] and ERIS to the Contractor. The Contractor shall comply with all applicable requirements for data validation and submission.

### 5.8 *Additional Site Plans*

Prior to beginning any field work, the Contractor shall prepare any additional plans or documents (e.g., sampling and analysis plans, quality assurance project plan, waste minimization plans, health and safety plans) consistent with Section C.4.1.11 of the basic contract, the applicable regulatory drivers listed in Section 1.0 of this Task Order, and any other agreements, orders, or regulations that apply to the Installation and sites. These plans and documents shall be subject to Army review and approval, through the COR.

### 5.9 *Project Stakeholders*

For the purposes of this Task Order, project stakeholders pursuant to Section C.4.1.12 of the basic contract include the Army, [list all Stakeholders to include regulatory agencies listed in Section 1, any private landowners [if applicable], and RAB if established]. Required level of stakeholder involvement may differ from site to site and the Contractor shall be responsible for obtaining comments with appropriate approval or concurrence on project deliverables consistent with applicable regulatory drivers and agreements for each site to comply with Section C.4.1.9 and C.4.1.10 of the basic contract.

#### 5.9.1 *Regulatory Involvement*

The requirements of Section C.4.1.9 of the basic contract apply to this contract. Additionally, with approval of the COR, the contractor may also informally discuss remediation issues with regulators and provide an after-action report back to the COR.

#### 5.9.2 *Restoration Advisory Board*

[The following paragraph will be installation-specific.] Contractors should note that the Installation has an active RAB and detailed information concerning the RAB's organization and activities will be provided to the Contractor. Activities required to

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support the RAB meetings are included in this effort. The Contractor shall be responsible for the minutes of all RAB meetings and shall submit these minutes to the COR for approval. The Contractor shall also secure a location for each scheduled meeting and shall provide all equipment to support these meetings.

[If no RAB currently exists, need to include biannual interest survey requirement, otherwise delete] At this time, there is not sufficient community interest to establish and sustain a Restoration Advisory Board (RAB) or Technical Review Committee (TRC). The Installation will conduct biannual public interest assessments and if the assessments indicate adequate public interest exists, will establish a RAB and activities required to support the RAB meetings will be included in this effort.

[Include this if no CRP currently exists and scope involves MMRP work. Include with non-MMRP work only if being conducted under CERCLA authority and no CRP currently exists] The Contractor is responsible for developing an approved Community Relations Plan (CRP) for the Installation.

### 5.9.3 Communications

The Contractor shall not make available or publicly disclose any data or report generated under this contract unless specifically authorized by the COR. If any person or entity requests information from the Contractor about the subject of this scope of work or work being conducted hereunder, the Contractor shall refer them to the COR. All reports and other information generated under this scope of work shall become the property of the Government, and distribution to any other source by the Contractor is prohibited unless authorized by the COR.

### 5.10 Deliverable Requirements

The requirements of Section C.4.1.13 of the basic contract apply to this Task Order except that the Army, through the COR, will receive initial draft documents and will provide comments to the Contractor within 30 calendar days.

[Delete this paragraph if no MMRP sites in the scope] The Contractor shall follow the substantive requirements for all subject areas of the US Army Corps of Engineers (USACE) guidance applicable to deliverables required for achievement of performance objectives identified in this PWS. If versions of Engineer Manuals, Data Item Description (DID), etc. are updated, the substantive requirements of the most recently approved version will apply to this PWS. The requirements can be found at [http://www.hnd.usace.army.mil/oew/CX\\_mission.aspx](http://www.hnd.usace.army.mil/oew/CX_mission.aspx).

[Delete this paragraph if no MMRP sites in the scope] The Munitions Response Site Prioritization Protocol (MRSP) requirements in 32 CFR Section 179 require the DoD in consultation with representatives of the states and Indian tribes, to assign each MRS a relative priority for response actions. The initial MRSP score for MRSs is developed during the SI phase. These MRSP scores must be reviewed annually and must be revised whenever new data are obtained. Pursuant to this requirement, the Contractor shall annually review, revise MRSP scores based on new

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information, and submit to the Army. In addition, the Contractor shall also include any information that may have influenced the MRS priority or MRS sequencing decision in the Administrative Record and the Information Repository. Furthermore, the FY02 Defense Authorization Act creating the MMRP requires DoD to develop and maintain an inventory of defense sites that are known or suspected to contain UXO, DMM or MC. Pursuant to this requirement, the Contractor shall submit annual updates to the Installation Munitions Response (MR) map that reflect changes to the location, boundaries and/or extent of the MMRP sites in .pdf format. Note that the two annual deliverables above will not be accepted as interim payment milestones.

The Contractor shall propose deliverables and payment milestones as part of its proposal, and if approved by the Army, included as part of the PMP. Final decisions regarding the adequacy of milestone and deliverable completion resides with the COR (see *Section 5.3, Milestone Presentations*) and will be based on the appropriate acceptance and approval of required documentation by Regulatory Agencies, consistent with CERCLA and the NCP.

### 6.0 Key Personnel Requirements

The Government requires that the following positions, at a minimum, be designated as “key personnel”, subject to the terms and conditions for such set forth in Section C.5 and H of the basic contract. [The Project Manager is required for all Task Orders. Then also select at least one from this list and delete any not used – if MMRP work must have Military Munitions Specialist]

<u>POSITION</u>	<u>PERSONNEL</u>
Project Manager	[to be proposed by offeror]
Senior Scientist/Engineer	[to be proposed by offeror]
Military Munitions Specialist	[to be proposed by offeror]
Regulatory Specialist	[to be proposed by offeror]
Risk Assessor	[to be proposed by offeror]
Certified Industrial Hygienist	[to be proposed by offeror]

### 7.0 Performance:

7.1 *Period:* not to exceed [list POP, inclusive of all options].

7.2 *Primary Location:* [list installation, city, state]

7.3 *Basic and Optional Requirements:* [to be identified in the task order]

[list any CLINs here that the Govt may not exercise – e.g. true options and not simply those not exercised at the time of award. State something like, “SubCLINs 1004AA and 1004AB are the Basic Requirements under this task order. SubCLINs 1004BA through 1004BE are options to be exercised unilaterally at the Government’s discretion at the negotiated, firm-fixed line item prices, if determined to be in the Government’s best interest upon the completion of SubCLIN 1004AB. The Government reserves the right to not exercise any options under this task order.”]

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### 8.0 Other Requirements

#### 8.1 Government Property

##### 8.1.a Government-Furnished Property (and Resources)

This Task Order incorporates all the Additional Requirements established in Section C.6.3 of the basic contract. In addition to the Government-furnished resources identified herein, the Army, through the COR, shall also make available the following resources to the Contractor: [list any and all government furnished property and resources, see below for examples – remove examples prior to release that are not applicable]

- All Army-owned property used for remediation purposes. This property must be maintained by the Contractor in accordance with applicable maintenance requirements and may not be replaced by the Army should new equipment be required.
  - EXAMPLE: CSWPY-33: Camp Swampy Dump Site Methane gas collection system
- Execution of Rights of Entry (ROEs) for sites included in this Task Order.
- The cost for evacuations, compensation, and temporary housing for displaced residents during intrusive activities and MEC destruction will be the responsibility of the Government.

##### 8.1.b Contractor-Furnished and/or Acquired Property (and Resources)

The contractor must possess all the required expertise, knowledge, equipment and tools required to meet or exceed the government's objectives identified in this PWS in accordance with established industry standards. This Task Order incorporates all the Additional Requirements established in Section C.6.4 of the basic contract, in addition to the following:

- The provision and cost of the utilities associated with implementation of remedies, including installation of individual meters for necessary utilities.

In addition to the contractor-furnished equipment and resources identified herein, the Contractor shall also be responsible for the following:

- All waste generated under this Task Order.
- [List any and all additional contractor responsibilities]:
- EXAMPLE Preparation of all draft ROE's required to achieve the performance objectives identified in this Task Order.[contractors can help prepare as long as Govt Real Property Officer executes so can include this here and execution above or have all done by Army and remove this]



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- EXAMPLE: Operation of the gas collection trench at CSMPY-33: Camp Swampy Dump Site upon completion of the existing contract in April 2011 and abandonment of the system and trench if applicable during the period of performance of this Task Order.

### 8.2 Contractor's Guarantee

The following definitions apply to this PWS:

- "Project Price" for each site identified in the Task Order will be equal to the approved proposed price for achieving completion of remediation services in accordance with the PWS, the payment of which will be tied to one or more project milestones. The Project Price does not include the cost of the PMP, insurance premiums or surplus line taxes, if applicable.
- "Guarantee Limit" is equal to [define on PWS specific basis, if applicable. For example: "Guarantee Limit" is equal to one and one half (1.5) times the sum of all of the Project Prices for the sites identified in this PWS.] provided the contractor maintains a COR assigned performance rating of satisfactory or higher in accordance with the QASP performance rating definitions throughout the life of the Task Order.
- "Contractor's Project Costs" are defined as those costs incurred by the Contractor (including costs covered by insurance and PMP) in executing the work required to achieve the performance objectives identified in the PWS for all sites identified in this Task Order.

The Contractor guarantees to complete and meet all of the performance objectives, subject to the Guarantee Limit. This guarantee by the Contractor shall not exceed the Guarantee Limit. In the event the Contractor's Project Costs reach 80% of the Guarantee Limit, the KO, COR and the Contractor shall enter into discussions to determine if completion can be accomplished within the Guarantee Limit. If it is determined that completion will not be accomplished within the Guarantee Limit, work on the contract will stop when 100% of the Guarantee Limit is reached; unless and until there is agreement by modification to the contract to continue and U.S. Army Environmental Command (USAEC) has committed adequate funding

### 8.3 Insurance Specifications

If the Contractor chooses to use a commercial environmental insurance product as part of their risk management approach to satisfy the Guaranteed Limit on this PWS and will request a separate contract line item for environmental insurance, the following requirements apply:

The Contractor shall procure Environmental Insurance (EI) in the form of Remediation Stop Loss Insurance (Clean Cost Cap or CCC) and thereafter carry and maintain the EI coverage in full force and effect over the duration of the contract, to include options, at all sites identified in this PWS as requiring EI. The EI shall meet or exceed the following objectives:

1. Provides coverage applicable to the sites, performance objectives, and performance standards identified in Table 1 of this PWS as requiring insurance, and confirms that all the obligations assumed under this PWS are incorporated into the definition of the insured "remedial plan" as specified in the insurance endorsements.



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2. Provides coverage at a minimum, equal to the Guarantee Limit of the PWS, minus insurance, travel, and PMP costs and costs for any site locations excluded from the award or not requiring insurance.
3. Coverage to include a Waiver of Subrogation, as applicable, for claims associated with matters and scope items addressed in this PWS that the Contractor or insurance company may have against the Army.
4. Coverage provided from a carrier rated A.M. Best's A- (Excellent) and Financial Size Category (FSC) IX or better.
5. Requires that technical and schedule progress reports to be provided to the Army on the same schedule that they are provided to the insurance carrier.
6. Contains no "War Exclusion" or contains a limited war exclusion that excludes cleanup costs caused solely by a hostile or violent act of war after the inception date.
7. Provides the Army the primary right to assign the policy to a replacement contractor acceptable to the insurance company should the Contractor default or otherwise be unable to meet the PWS requirements.

The Contractor must provide proof of insurability with the submitted proposal. Proof of insurability will be in the form of a draft policy specifying terms and conditions (e.g., all endorsements) in sufficient detail to allow evaluation of:

- The identity of the insurance companies offering to insure the contractor;
- The limits of liability for each coverage part;
- The premium for each policy or coverage part;
- The amount of the self-insured retention, buffer layer (if applicable), and /or co-insurance;
- The policy length (term) for each policy;
- The policy forms, and proposed endorsements;
- The insured scope of work or definition of the insured remedial plan;
- A list of the documents provided to the underwriter as part of the application for insurance;
- The name of the insurance broker and the full compensation of the insurance broker including any and all commissions, fees, incentive payments, reinsurance commissions or wholesale brokerage commissions earned by any firm within the insurance brokers economic family disclosed as a separate cost item, even if these costs are incorporated into the premiums of the insurance policies being provided;
- How, in the event of Contractor default, its provisions will ensure that this PWS is completed to the satisfaction of the Army.
- Any exclusions to be added to these policies by endorsement along with an explanation of the rationale behind attaching the exclusion; and
- Any deviations from these insurance specifications with explanation using a checklist as to why the specification was not met, or why the deficiency in question is not material to the CCC coverage to be provided.

Within ten (10) business days of contract award, the Contractor shall provide a quote letter containing a policy with endorsements to KO/COR. The KO and COR shall have the right to review the quote letter to ensure consistency with the objectives as listed above. The Government reserves the right to withhold or adjust payment for the insurance policy if the final bound policy terms and conditions are changed from the draft policy terms and conditions presented in the

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Contractor's proposal submittals. The Contractor is responsible for paying the costs associated with all insurance requirements, including but not limited to the self-insured retention and co-pays. Contractors should note that the Army will allow the first payment milestone to include necessary insurance costs (e.g., insurance premium).

A Certificate of Insurance shall be furnished to the contracting officer (KO) on an annual basis evidencing the above insurance coverage is bound.

### 8.4 *Stop Work*

This Task Order supersedes the requirements established in Section C.6.10 of the basic contract as follows:

The Contractor, authorized Installation personnel, and the COR have the responsibility to stop work immediately if the work is considered to be a serious threat to the safety or health of workers, other personnel, or to the environment. Authorized Installation personnel include Installation safety officers, Environmental Division personnel, and command personnel with responsibility for overall Installation operations. When work is stopped due to a hazard/threat to worker safety, health, or the environment, the situation and resolution must be documented and submitted to the KO. Work must be stopped and the COR and/or the KO notified whenever chemical and biological warfare agents or radiological materials are encountered.

### 8.5 *Environmental Responsibility Considerations*

This Task Order incorporates all the Environmental Responsibility Considerations established in Section C.6.11 of the basic contract except for what is superseded as follows:

- [The following bullet will be installation-specific – adjust if CWM or MEC is part of scope.] The Army will retain all responsibility for third party liability for CWM, MEC, or radiological material that are either targeted for or may be discovered during the course of remediation.

### 8.6 *Inspections*

The Army technical experts will independently review Contractor work to ensure compliance with all applicable requirements.

[if going RI only for MMRP site(s), then this section should be revised to remove CERCLA 121c or Remedy Reviews and only leave correction of deficiencies theme] CERCLA 121(c) or Remedy reviews conducted during the duration of the Task Order constitute a Government Inspection of Services. The Contractor will correct any problems and/or deficiencies noted within CERCLA 121(c) or Remedy reviews or any Contractor furnished service or submittal.

Any service or submittal performed that does not meet Task Order requirements shall be corrected or re-performed by the Contractor and at no additional cost to the Government. Corrective action must be certified and approved by the COR consistent with Section C.6.1 of the basic contract. If the Contractor performs any task unsatisfactorily and all defects are not corrected, the

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Government reserves the right to terminate the Task Order for default. In addition, the Government reserves its rights under FAR clause 52.246-4, "Inspection of Services – Fixed Price, for further remedies concerning a Contractor's failure to perform in conformance with contract requirements. [if going RI only for MMRP site(s), then this section should be revised] If the Contractor is conducting RA(O), LTM, or completing a CERCLA 121(c) or Remedy review for a remedy that they did not implement or modify (i.e., an on-going pump and treat system inherited as part of the PBA scope), correction of substantive remedy deficiencies noted during RA(O), LTM or within a CERCLA 121(c) or Remedy review which may require modification of that remedy are considered outside the scope of this Task Order effort.

### 8.7 Organizational Conflicts of Interest

Any eligible ACSIM contractor currently performing work on [list Installation Name] must ensure that all data pertaining to contamination at the sites compiled by or in the possession of such firm shall be made available to all potential contractors in a timely fashion to the maximum extent possible by providing such data to a data depository.

### 8.8 Access and Security

This Task Order incorporates all the Additional Requirements established in Section C.6.8 of the basic contract, in addition to the following:

[include narrative explanation of installation access/security requirements or provide policy/procedure references and post documents on the webpage. If something requires advance approval or arrangement for access (e.g. ROEs requiring a long lead time to execute), indicate approximate advance notice timeframes needed here]

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- Access to private land requires advance notice, and access rights need to be established with property owners. ROE agreements will be executed by a Government Real Property Officer as indicated in Section 8.1.a, but may require up to 120 days advance notice from the contractor prior to the date of need in order to complete.
- Intermittent closures of sections of the Camp Swampy golf course will need to be coordinated and scheduled in advance with the course management. The dig permit process generally takes between one and two weeks.

### 8.9 Security/Classification: [select as appropriate]

☐ Classified (Level \_\_\_\_\_)

DD Form 254 attached: Yes ☐ No ☐

☐ Unclassified

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### 8.10 *Applicable Labor Laws* [select as appropriate]

8.10.a *Service Contract Act:* Not Applicable ☐

Applicable ☐ SCA Wage Determination \_\_\_\_\_

8.10.b *Davis Bacon Act:* Not Applicable ☐

Applicable ☐ DBA Wage Determination \_\_\_\_\_

### 8.11 *Travel*

Travel to/from the Installation and to other CONUS locations for such purposes as to attend meetings, briefings and/or presentations may be required incidental to this remedial action, the costs for which shall be included in the total price for the Task Order pursuant to Section C.6.2 of the basic contract.

### 8.12 *Performance and Payment Bonds*

In accordance with Section C.1.1.1 and C.1.1.3 of the base contract, the Contractor:

☐ is NOT required to furnish Performance and Payment Bonds on this Task Order.

☐ is required to furnish Performance and Payment Bonds on this Task Order in accordance with the following:

The Contractor shall furnish a performance bond (Standard Form 1418) for the protection of the Government in an amount equal to 100 percent of the original contract price and a payment bond (Standard Form 1416) in an amount equal to 100 percent of the original contract price.

The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, prior to the start of any field work after Task Order award.

### 8.13 *Warranty*

In accordance with Section C.1.1 and C.1.1.3 of the base contract, the Contractor:

☐ is NOT required to provide a 5-year warranty for each site as specified in this Task Order.

☐ is required to provide a 5-year warranty for each site as specified in this Task Order.

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### **9.0 Contracting Officer's Representative [to be inserted upon issuance of task order]**

Name:

Organization:

Address:

Address:

City, State, Zip Code:

Telephone:

Facsimile:

Email:

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### Attachment A: Reference Documents

The Army believes this documentation represents the most recent and appropriate documentation available for the Installation and sites identified in this Task Order. However, if there is a conflict between this information and other site documentation (the existing reports), the Contractor is solely responsible for reviewing all available information and forming their independent, professional conclusions/interpretation of site conditions and requirements to meet the objectives of this Task Order. This information is not intended as a substitute for complete analysis of technical data available, nor is it intended to be a guide on how the Contractor should address achievement of the performance objectives/standards.

Specific documents may be made available following a request to the Contracting Officer, if the documentation can be distributed in a timely manner. Electronic format is not guaranteed.

***Table 2: Available Reference Documents.***

<i>Title</i>	<i>Author</i>	<i>Date</i>
[Insert list of all available/key documents – in chronological order with newest first]		

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### Attachment B: List of Acronyms

AEDB-R	Army Environmental Database - Restoration Module
AEDB-CC	Army Environmental Database - Compliance-Related Cleanup Module
APP	Accident Prevention Plan
AR	Administrative Record
ARAR	Applicable or Relevant and Appropriate Requirement
CAIS	Chemical Agent Identification Sets
CCC	Clean Cost Cap
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CMI(O)	Corrective Measures Implementation (Operations)
CMS	Corrective Measures Study
COR	Contracting Officer's Representative
CPAR	Contractor Performance Assessment Report
CR	Compliance Restoration
CRP	Community Relations Plan
CSDGM	Content Standard for Digital Geospatial Metadata
CWM	Chemical Warfare Materiel
DA	Department of the Army
DDESB	Defense Explosives Safety Board
DERP	Defense Environmental Restoration Program
DID	Data Item Description
DMM	Discarded Military Munitions
DoD	Department of Defense
DTSC	Department of Toxic Substances Control
EI	Environmental Insurance
EM	Engineer Manual
EMS	Environmental Management System
EOD	Explosive Ordnance Disposal
ERIS	Environmental Restoration Information System
ESP	Explosives Site Plan
ESS	Explosives Safety Submission
FAR	Federal Acquisition Regulation
FFA	Federal Facility Agreement
FFP	Firm-Fixed Price
FGDC	Federal Geographic Data Committee
FSC	Feasibility Study
FSC	Financial Size Category
GIS	Geographic Information System
HRR	Historical Records Review



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IAP	Installation Action Plan
IRIS	Integrated Risk Information System
KO	Contracting Officer
LTM	Long-Term Management
LUC	Land Use Controls
MC	Munitions Constituents
MCL	Maximum Contaminant Level
MD	Munitions Debris
MEC	Munitions and Explosives of Concern
MM	Military Munitions
MMRP	Military Munitions Response Program
MPPEH	Material Potentially Presenting an Explosive Hazard
MR	Munitions Response
MRS	Munitions Response Site
MRSP	Munitions Response Site Prioritization Protocol
NCP	National Oil and Hazardous Substances Contingency Plan
NELAP	National Environmental Laboratory Accreditation Program
NPL	National Priorities List
NSSDA	National Standard for Spatial Data Accuracy
NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration
PBA	Performance Based Acquisition
P/C	Pollutants and/or Contaminants
PMP	Project Management Plan
POP	Period of Performance
PWS	Performance Work Statement
QA	Quality Assurance
QAPP	Quality Assurance Project Plan
QASP	Quality Assurance Surveillance Plan
RAB	Restoration Advisory Board
RA(O)	Remedial Action (Operations)
RC	Response Complete
RCRA	Resource Conservation and Recovery Act
RCWM	Recovered Chemical Warfare Materiel
RDX	Cyclotrimethylenetrinitramine
RfD	Reference Dose
RFI	RCRA Facility Investigation
RI	Remedial Investigation
RIP	Remedy In Place
ROD	Record of Decision
ROE	Rights of Entry
RPO	Real Property Officer
SARA	Superfund Amendments and Reauthorization Act

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SC	Site Closeout
SDSFIE	Spatial Data Standards for Facilities, Infrastructure, and Environment
SI	Site Inspection
SME	Subject Matter Expert
SSHP	Site Safety and Health Plan
TNT	Trinitrotoluene
TP	Technical Paper
TRC	Technical Review Committee
USACE	U.S. Army Corps of Engineers
USEPA	U.S. Environmental Protection Agency
U.S.C.	United States Code
UST	Underground Storage Tank
UTM	Universal Transverse Mercator
UXO	Unexploded Ordnance

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### Attachment C: Definitions

*Activity-Based Schedule:* Activities and milestones defined at the detail level and logically sequenced to support, and manage completion of the performance objectives.

*Chemical Warfare Materiel (CWM):* An item configured as a munitions containing a chemical substance that is intended to kill, seriously injure, or incapacitate a person through its physiological effects. CWM also includes V- and G- services nerve agent, H-series blister agent, and lewisite in other than munitions configurations. Due to their hazards, prevalence, and military-unique application, Chemical Agent Identification Sets (CAIS) are also considered CWM. CWM does not include: riot control agent, chemical herbicides, smoke and flame producing items, or soil, water, debris, or other media contaminated with chemical agent.

*Contractor's Project Costs:* Costs incurred by the Contractor (including costs covered by insurance and the PMP) in executing the work required to achieve the performance objectives identified in the PWS for all sites identified in this Task Order.

*Deliverables:* Documentation or data that support the completion of milestones or achievement of the performance objectives identified in this Task Order.

*Discarded Military Munitions (DMM):* Military munitions that have been abandoned without proper disposal or removed from storage in a military magazine or other storage area for the purpose of disposal. The term does not include unexploded ordnance, military munitions that are being held for future use or planned disposal, or military munitions that have been properly disposed of consistent with applicable environmental laws and regulations.

*Explosive Ordnance Disposal (EOD):* The detection, identification, on-site evaluation, rendering safe, recovery, and final disposal of unexploded explosive ordnance. It may also include explosive ordnance that has become hazardous by damage or deterioration.

*Guarantee Limit:* [define on PWS specific basis, if applicable- for example: is equal to one and one half (1.5) times the sum of all of the Project Prices for the sites identified in this PWS – need to match with Section 8.2 of the PWS]

[Remove if going to RI only in table 1 of PWS] *Long-Term Management (LTM):* The remedial phase including maintenance, monitoring, record keeping, remedy reviews, etc. initiated after response (removal or remedial) objectives have been met (i.e., after Response Complete). LTM includes development and implementation of an exit or ramp-down strategy for LTM activities at each site.

*Milestones:* Significant events or activities that occur in the course of the Contractor achieving the performance objectives identified in this Task Order.

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*Munitions Constituents (MC):* Any materials originating from unexploded ordnance, DMM, or other military munitions, including explosive and non-explosive materials, and emission, degradation, or breakdown elements of such ordnance or munitions.

*Munitions Debris (MD):* Remnants of munitions (e.g., fragments, penetrators, projectiles, shell casings, links, fins) remaining after munitions use, demilitarization, or disposal.

*Munitions and Explosives of Concern (MEC):* This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means UXO, as defined in 10 USC 101(e)(5)(A) through (C); DMM, as defined in 10 USC 2710(e)(2); or MC (e.g., TNT, RDX), as defined in 10 USC 2710(e)(3), present in high enough concentrations to pose an explosive hazard.

*Military Munitions (MM):* All ammunition products and components produced or used by or for the DoD or the U.S. Armed Services for national defense and security, including MM under the control of the DoD, the U.S. Coast Guard, the U.S. Department of Energy, and National Guard personnel. The term military munitions includes: confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries used by DoD components, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof. MM do not include wholly inert items, improvised explosive devices, and nuclear weapons, nuclear devices, and nuclear components thereof. However, the term does include non-nuclear components of nuclear devices, managed under DOE's nuclear weapons program, after all required sanitization operations under the Atomic Energy Act of 1954, as amended, have been completed.

*Munitions Response:* A response action, including investigation, removal actions, and remedial actions, to address the explosives safety, human health, and/or environmental risks presented by munitions and explosives of concern (MEC) and/or MC.

*PMP Documents:* The original PMP (including project schedule), revisions, and status reports.

*Project Documents (CERCLA):* Documentation and data required by CERCLA remediation and RA(O) and/or LTM activities. These documents include the additional site plans referenced in Section 5.0 of this Task Order and Section C.4.1.11 of the basic contract.

**[If applicable]** *Project Documents (UST, RCRA):* Documentation and data required by underground storage tank (UST) or RCRA remediation and RA(O) and/or LTM activities.

*Project Price:* The approved proposed price for achieving completion of remediation services in accordance with the PWS, the payment of which will be tied to one or more project milestones. The Project Price does not include the cost of the PMP, insurance premiums or surplus line taxes, if applicable.

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*Project-related information:* All previous environmental restoration documentation of a technical nature developed by the Army and previous Army contractors and subcontractors during their work at the sites specified in this Task Order, and all the documentation developed by the Contractor in order to achieve the performance objectives specified in this Task Order.

[Remove if going to RI only in table 1 of PWS] *Remedial Action (Operations) [RA(O)]:* The remedial phase during which the remedy is in place and operating to achieve the cleanup objective identified in the Record of Decision (ROD) or other formal decision document. Any system operation (long-term operations) or monitoring (long-term monitoring) requirements during this time are considered RA(O). RA(O) includes development and implementation of an exit or ramp-down strategy for LTM activities at each site.

[Remove if going to RI only in table 1 of PWS] *Remedy In Place (RIP):* A final remedial action has been constructed and implemented and is operating as planned in the remedial design. An example of a remedy in place is a pump-and-treat system that is installed, is operating as designed, and will continue to operate until cleanup levels have been attained. Because operation of the remedy is ongoing, the site cannot be considered Response Complete.

[Remove if going to RI only in table 1 of PWS] *Response Complete (RC):* The remedy is in place and the required remedial action-operations (RA-O) have been completed. If there is no RA(O) phase and all response action objectives have been achieved and documented, then the remedial action-construction end date will also be the RC date.

[Remove if going to RI only in table 1 of PWS] *Site Close-Out:* Site Close-Out signifies when the Army has completed active management and monitoring at an environmental cleanup site, no additional environmental cleanup funds will be expended at the site and the Army has obtained regulator concurrence. For practical purposes, Site Close-Out occurs when cleanup goals have been achieved that allow unrestricted use of the property (i.e., no further LTM, including institutional controls, is required). Site Close-Out may include, but not be limited to, the dismantling, removal, recycling, reclamation and/or disposal of all remedial activity systems and ancillary equipment above and underground to return the site to its natural state.

*Unexploded Ordnance (UXO):* Military munitions that have been primed, fuzed, armed, or otherwise prepared for action; have been fired, dropped, launched, projected, or placed in such a manner as to constitute a hazard to operations, installations, personnel, or material; and remain unexploded either by malfunction, design, or any other cause.

*Unforeseen Environmental Issues:* Include unknown and/or varied concentrations of contaminants at cleanup sites (off-installation areas included) identified in this Task Order, but not unknown sites (e.g., sites not identified in this Task Order). For sites addressed under the MMRP, unknown contaminants will be limited to MC and those chemicals reasonable associated with the identified munitions and munitions related activities.

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### **Attachment D: Quality Assurance and Surveillance Plan (QASP) Template**

#### **1.0 Overview**

This performance-based Quality Assurance Surveillance Plan (QASP) sets forth the procedures and guidance that the Contracting Officer's Representative (COR) will use in evaluating the technical performance of the Contractor in accordance with the terms and conditions of the Task Order. The QASP objective is to explain Government procedures to be used to verify that appropriate performance and quality assurance methods are used in the management of this performance-based contract. The purpose of the QASP is to assure that performance of specific activities and completion of milestones are accomplished in accordance with all requirements set forth in the Task Order.

This QASP describes the mechanism for documenting noteworthy accomplishments or discrepancies for work performed by the Contractor. Information generated from COR's surveillance activities will directly feed into performance discussions with the Contractor. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the Task Order documents, the Army receives the quality of services called for in the Task Order, and the Army only pays for the acceptable level of services received.

The QASP details how and when the COR will monitor, evaluate, and document Contractor performance on the Task Order. The QASP is intended to accomplish the following:

1. Define the role and responsibilities of participating Army officials.
2. Define the key milestones/deliverables that will be assessed.
3. Define acceptable, superior, and unacceptable performance standards for key milestones/deliverables.
4. Describe the surveillance methodology that will be employed by the Army in assessing the Contractor's performance.
5. Describe the surveillance documentation process and provide copies of the form that the Army will use in evaluating the Contractor's performance.
6. Outline payment and corrective action procedures.

This QASP will be revised and finalized by the COR and Contractor upon completion of the Project Management Plan (PMP) in accordance with Section 5.6, Quality Management, of the Task Order.

#### **2.0 Roles and Responsibilities of Army Officials**

The COR is responsible for technical administration of the project and assures proper Army surveillance of the Contractor's performance. The COR is responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis.

The Contracting Officer (KO) has overall responsibility for overseeing the Contractor's performance. The KO is responsible for the day-to-day monitoring of the Contractor's performance in the areas of Task Order compliance, and Task Order administration; reviewing the COR's assessment of the Contractor's performance; and resolving all differences between

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the COR's assessment and the Contractor's assessment of performance. It is the KO that assures the Contractor receives impartial, fair, and equitable treatment under the Task Order. The KO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The KO is the only one authorized to obligate the Government on this Task Order.

The COR and KO may call upon the technical expertise of other Army officials and subject matter experts (SME) as required. These Army officials/SMEs may be called upon to review technical documents and products generated by the Contractor. Contracting Agency representatives will also conduct review of Task Order documentation such as invoices, monthly status reports, and work plans.

### **3.0 Key Milestones/Deliverables to be Assessed**

At a minimum, the following milestones and associated deliverables will be evaluated in accordance with this QASP:

- Completion of the final Project Management Plan (PMP)
- Achievement of performance objective at each site specified in the Task Order
- Completion of annual monitoring report(s)
- Completion of the final exit or ramp-down strategy for LTM
- Completion of final remedy review(s)
- Correction of deficiencies noted in the remedy review(s)
- Approved interim milestones identified in the final PMP

Additionally, the Army will evaluate performance on the key quality control activities and events specified by the Contractor through their Quality Assurance (QA) strategy (see Task Order Section 5.6: Quality Management).

### **4.0 Performance Standards for Key Milestones/Deliverables**

Since price is fixed in the performance-based acquisitions utilized by the Army, the Contractor's performance will be evaluated by assessing the key milestones/deliverables described above according to three assessment areas: quality, timeliness, and safety. These three performance assessment areas may be modified to meet the needs of the Army. For each of the assessment areas, the COR will assign one of five ratings of the Contractor's performance: Exceptional, Very Good, Satisfactory, Marginal, or Unsatisfactory as shown in Table 1 below.

Specific expectations or performance standards will be defined by the Army upon review of the PMP and contractor's proposed key quality control activities and events per Section 5.6 of the Task Order.



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**Table 1: Performance Ratings Definitions**

<b>Rating</b>	<b>Definition</b>
<b>Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.
<b>Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective.
<b>Satisfactory</b>	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
<b>Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
<b>Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

If a milestone/deliverable identified as a key QA activity as described in Section 5.6 of the Task Order is rated as being of unsatisfactory quality at the time that the PMP deadline for the milestone/deliverable expires, the milestone/deliverable will automatically receive an unsatisfactory rating for timeliness. At no point will a milestone/deliverable receive a satisfactory, very good, or exceptional rating for timeliness if it is rated as being of unsatisfactory quality. Overall satisfactory performance on a milestone/deliverable requires ratings of satisfactory or better for the quality, timeliness, and safety standards.

### **5.0 Surveillance Methodology**

The surveillance methods listed below will be used in the execution of this QASP.

#### *100% Inspection*

At the completion of all key milestones and deliverables, performance will be evaluated through 100% inspection (e.g., document review). The COR will document performance for each completed milestone/deliverable prior to payment, as described in Section 6.0.

#### *Periodic Progress Inspection*

At the COR's discretion, periodic inspections may be conducted to evaluate progress toward and/or completion of key milestones and deliverables. The COR may complete a periodic progress inspection if s/he believes that deficiencies exist that must be addressed prior to milestone/deliverable completion. While corrective action or re-performance will be required if necessary, the Contractor will not be financially penalized for unacceptable performance recorded

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in periodic progress reports, provided that final performance evaluation of the milestone/deliverable is deemed acceptable.

### *Customer Feedback*

Additional feedback will be obtained through random customer feedback. To be considered valid, customer complaints must set forth clearly and in writing the detailed nature of the feedback, must be signed, and must be forwarded to the KO. The KO will maintain a summary log of all formally received customer feedback as well as a copy of each feedback in a documentation file.

## **6.0 Surveillance Documentation**

The COR will document and record evaluation of the Contractor's performance for each milestone and deliverable in accordance with the methodology described in Sections 4.0 and 5.0. The COR must substantiate, through narratives in the documentation, all exceptional and unsatisfactory ratings. Performance at the satisfactory level is expected from the Contractor. At a minimum, the documentation will indicate actual and scheduled delivery times and number of reviews required to achieve the final product.

The COR will forward copies of all documented evaluations to the KO and Contractor within one week of performing the inspection. When a milestone/deliverable receives an overall unsatisfactory rating, the Contractor will explain, within 15 business days, in writing to COR why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how recurrence of the problem will be prevented in the future.

The KO will review each documented performance evaluation prepared by the COR. When appropriate, the KO may investigate further to determine if all the facts and circumstances surrounding the event were considered in the COR opinions outlined on the form. The KO will immediately discuss any unsatisfactory rating with the Contractor to assure that corrective action is promptly initiated.

At the end of every year, the COR will prepare a written Contractor Performance Assessment Report (CPAR) for the KO summarizing the overall results of his/her surveillance of the Contractor's performance during the previous 12 months. This report will become part of the formal QA documentation.

The COR will maintain a complete QA file. This file will contain copies of all performance evaluations and any other related documentation. The COR will forward these records to the KO at termination or completion of the Task Order. All performance assessment forms, attachments and working papers must be marked "FOR OFFICIAL USE ONLY/SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104" according to Freedom of Information Act Program, FAR 3.104, and 41 USC Sect. 423. Assessment reports may also contain information that is proprietary to the contractor. Information contained on the CPAR, such as trade secrets and protected commercial or financial data obtained from the contractor in confidence, must be protected from unauthorized disclosure. COR's shall annotate on the assessment report if it contains material that is a trade secret, etc., to ensure that future readers of the evaluations are

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informed and will protect as required. Contractor performance information is privileged source selection information. It is also protected by the Privacy Act and is not releasable under the Freedom of Information Act.

### **7.0 Payment and Corrective Action**

Full payment for a milestone/deliverable will be provided upon verification of overall satisfactory performance, as rated on quality, timeliness, and safety. This verification will be recorded in a performance evaluation submitted to the KO specifying overall Contractor performance as either acceptable or superior for the milestone/deliverable.

If a milestone/deliverable receives an unsatisfactory rating for the quality performance standard, re-performance is required until the milestone/deliverable receives a satisfactory rating. This re-performance is required regardless of cost or schedule constraints that may result from the unacceptable performance, unless the KO has opted to terminate the Task Order. If a satisfactory rating is not achieved, the Government may reduce the contract price to reflect the reduced value of the services in accordance with FAR 52.246-4(e).

The final QASP will be developed with the COR with input from the contractor and will be based on the final PMP. Additional Government surveillance activities may include, but are not limited to, the following:

- Work plan review and approval
- Participation in Technical Project Planning (or equivalent) sessions
- Oversight of geophysical survey & analysis activities
- Oversight of drilling, field sampling activities
- Oversight of all waste management functions/responsibilities
- Review of all waste management documentation
- Separate/split laboratory QA samples
- Review and approval of all deliverables to regulatory agencies
- Review and approval of FS options to be considered
- Review of quality control documentation
- Review of project safety record
- Adherence to the approved work plan